

United States District Court
Northern District of California

1 DENNIS M. BROWN, Bar No. 126575
DMBrown@littler.com
2 MARLENE S. MURACO, Bar No. 154240
MMuraco@littler.com
3 ANNE SWEENEY JORDAN, Bar No. 273589
AJordan@littler.com
4 LITTLER MENDELSON, P.C.
5 50 W. San Fernando, 15th Floor
San Jose, California 95113.2303
5 Telephone: 408.998.4150
6 Facsimile: 408.288.5686

7 Attorneys for Defendant
8 AIRGAS ON-SITE SAFETY SERVICES, INC.

9 SHAUN SETAREH, Bar No. 204514
shaun@setarehlaw.com

10 TUVIA KOROBKIN, Bar No. 268066
tuvia@setarehlaw.com

11 NEIL LARSEN, Bar No. 276490

neil@setrehlaw.com

12 SETAREH LAW GROUP
9454 Wilshire Boulevard, Suite 711
Beverly Hills, CA 90212

13 Attorneys for Plaintiffs
14 DIANE BROWN; KIERRE TOWNSEND

15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17 SAN FRANCISCO DIVISION

18 DIANE BROWN; KIERRE TOWNSEND,
19 on behalf of themselves, all others similarly
20 situated,

Case No. 13-04975 JST

ASSIGNED TO THE HONORABLE JON S.
TIGAR

**STIPULATION AND ~~PROPOSED~~
PROTECTIVE ORDER RE: DISCOVERY**

21 Plaintiffs,
22 v.
23 AIRGAS ON-SITE SAFETY SERVICES,
24 INC., a Delaware Corporation; and DOES
1-50, inclusive,

Complaint filed: October 25, 2013

25 Defendants.
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1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of highly
 3 sensitive, personal, confidential, financial or business proprietary information which has not been
 4 disseminated to the public at large and for which special protection from public disclosure and from
 5 use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the
 6 parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order.
 7 The parties acknowledge that this Order does not confer blanket protections on all disclosures or
 8 responses to discovery and that the protection it affords extends only to the limited information or
 9 items that are entitled to confidential treatment under the applicable legal principles. The parties
 10 further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does
 11 not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the
 12 procedures that must be followed and the standards that will be applied when a party seeks
 13 permission from the court to file material under seal.

14 2. DEFINITIONS

15 2.1 Challenging Party: Any party to this action, including all of its officers, directors,
 16 employees, consultants, retained experts, and Outside Counsel (and their support staff).

17 2.2 “CONFIDENTIAL” Information or Items: All items, information (regardless of how
 18 it is generated, stored or maintained) or tangible things that have been treated as confidential by the
 19 information holder and that qualify for protection under Federal Rule of Civil Procedure 26(c) which
 20 shall only be disclosed to Parties in this litigation, their respective House or Outside Counsels and/or
 21 other individuals authorized to receive the information, as set forth in Section 7.2. Such information
 22 shall be those things that may be disclosed to the parties for the purposes of the litigation, but which
 23 must be protected against disclosure to third parties.

24 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
 25 as their support staff).

26 2.4 Designating Party: A Party or Non-Party that designates information or items that it
 27 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

1 2.5 Disclosure or Discovery Material: All items or information, regardless of the
2 medium or manner in which it is generated, stored, or maintained (including, among other things,
3 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
4 responses to discovery in this matter, including materials that are voluntarily produced by a Party.

5 2.6 Expert: A person with specialized knowledge or experience in a matter pertinent to
6 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a
7 consultant in this action, (2) is not a past or current employee of a Party, and (3) at the time of
8 retention, is not anticipated to become an employee of a Party. This definition includes a
9 professional jury or trial consultant retained in connection with this litigation.

10 2.7 House Counsel: Attorneys who are employees of a Party to this action, including
11 contract attorneys engaged by a Party to provide legal advice. House Counsel does not include
12 Outside Counsel of Record or any other outside counsel.

13 2.8 Non-Party: Any natural person, partnership, corporation, association, or other legal
14 entity not named as a Party to this action.

15 2.9 Outside Counsel: Attorneys who are not employees of a Party to this action but who
16 are retained to represent or advise a Party to this action and have appeared in this action on behalf of
17 that Party or are affiliated with a law firm which has appeared on behalf of that Party.

18 2.10 Party: any party to this action, including all of its officers, directors, employees,
19 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

20 2.11 Producing Party: A Party or Non-Party that produces Disclosure or Discovery
21 Material in this action.

22 2.12 Professional Vendors: Persons or entities that provide litigation support services
23 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
24 storing, or retrieving data in any form or medium) and their employees and subcontractors.

25 2.13 Protected Material: Any Disclosure or Discovery Material that is designated as
26 "CONFIDENTIAL."

1 2.14 Receiving Party: A Party that receives Disclosure or Discovery Material from a
2 Producing Party.

3 3. SCOPE

4 The protections conferred by this Stipulation and Order cover not only Protected Material (as
5 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
6 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
7 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
8 However, the protections conferred by this Stipulation and Order do not cover the following
9 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
10 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
11 publication not involving a violation of this Order, including becoming part of the public record
12 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
13 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
14 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of
15 Protected Material at trial shall be governed by a separate agreement or order.

16 4. DURATION

17 Even after final disposition of this litigation, the confidentiality obligations imposed by this
18 Stipulation and Order shall remain in effect until a Designating Party agrees otherwise in writing or a
19 court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
20 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the
21 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
22 including the time limits for filing any motions or applications for extension of time pursuant to
23 applicable law.

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Reasonable Care in Designating Material for Protection.
26 Each Party or Non-Party that designates information or items for protection under this Order must
27 take reasonable care to limit any such designation to specific material that qualifies under the

1 appropriate standards. To the extent it is practical to do so, the Designating Party must take
2 reasonable care to designate for protection only those parts of material, documents, items, or oral or
3 written communications that qualify – so that other portions of the material, documents, items, or
4 communications for which protection is not warranted are not swept unjustifiably within the ambit of
5 this Stipulation and Order.

6 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
7 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
8 encumber or retard the case development process or to impose unnecessary expenses and burdens on
9 other parties) expose the Designating Party to sanctions.

10 If it comes to a Designating Party's or Non-Party's attention that information or items that it
11 designated for protection do not qualify for protection at all, or do not qualify for the level of
12 protection initially asserted, that Designating Party or Non-Party must promptly notify all other
13 Parties that it is withdrawing the mistaken designation.

14 5.2 Manner and Timing of Designations. Except as otherwise provided in this Stipulation
15 and Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
16 Disclosure or Discovery Material that qualifies for protection under this Stipulation and Order must
17 be clearly so designated before the material is disclosed or produced.

18 Designation in conformity with this Order requires:

19 (a) For information in documentary form (e.g., paper or electronic documents, but
20 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
21 affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion
22 or portions of the material on a page qualifies for protection, the Producing Party also must clearly
23 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

24 A Party or Non-Party that makes original documents or materials available for inspection
25 need not designate them for protection until after the inspecting Party has indicated which material it
26 would like copied and produced. During the inspection and before the designation, all of the material
27 made available for inspection shall be deemed Protected Material. After the inspecting Party has
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1 identified the documents it wants copied and produced, the Producing Party must determine which
 2 documents, or portions thereof, qualify for protection under this Order. Then, before producing the
 3 specified documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL”) to
 4 each page that contains Protected Material. If only a portion or portions of the material on a page
 5 qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
 6 by making appropriate markings in the margins) and must, for each portion, the level of protection
 7 being asserted (either “CONFIDENTIAL” or “Attorneys’ Eyes Only”).

8 (b) For testimony given in deposition or in other proceedings, that the Designating
 9 Party or Non-Party offering or sponsoring the testimony identify on the record, before the close of
 10 the deposition, hearing, or other proceeding, all protected testimony, and further specify any
 11 portions of the testimony that qualify as “CONFIDENTIAL.” When it is impractical to identify
 12 separately each portion of testimony that is entitled to protection and when it appears that
 13 substantial portions of the testimony may qualify for protection, the Designating Party or Non-
 14 Party that sponsors, offers, or gives the testimony may invoke on the record (before the deposition,
 15 hearing or other proceeding is concluded) a right to have up to 21 days after the date of mailing of
 16 the final transcript to identify the specific portions of the testimony as to which protection is
 17 sought. Only those portions of the testimony that are appropriately designated for protection
 18 within the 21 days shall be covered by the provisions of this Stipulated Protective Order. The
 19 parties shall treat all deposition and other pretrial and trial testimony as Confidential until the
 20 expiration of 21 days after the mailing to counsel of the transcript of the deposition. Transcript
 21 pages containing Protected Material shall be separately bound by the court reporter, who shall
 22 affix to conspicuously on each such page the legend “CONFIDENTIAL,” as instructed by the
 23 Party or nonparty offering or sponsoring the witness or presenting the testimony.

24 (c) For information produced in some form other than documentary and for any other
 25 tangible items, the Producing Party shall affix in a prominent place on the exterior of the container or
 26 containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a
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1 portion or portions of the information or item warrant protection, the Producing Party, to the extent
2 practicable, shall identify the protected portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
4 designate qualified information or items as “CONFIDENTIAL” does not, standing alone, waive the
5 Designating Party’s right to secure protection under this Order for such material. Upon timely
6 correction of a designation, the Receiving Party must make reasonable efforts to assure that the
7 material is treated in accordance with the provisions of this Order.

8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
10 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
11 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
12 or a later significant disruption or delay of the litigation, a Party does not waive its right to challenge
13 a confidentiality designation by electing not to mount a challenge promptly after the original
14 designation is disclosed.

15 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
16 by providing written notice of each designation it is challenging and describing the basis for each
17 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
18 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
19 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must
20 begin the process by conferring directly (in voice to voice dialogue; other forms of communication
21 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
22 Party must explain the basis for its belief that the confidentiality designation was not proper and
23 must give the Designating Party an opportunity to review the designated material, to reconsider the
24 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
25 designation. A Challenging Party may proceed to the next stage of the challenge process only if it
26 has engaged in this meet and confer process first or establishes that the Designating Party is
27 unwilling to participate in the meet and confer process in a timely manner.

1 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
 2 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
 3 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the
 4 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process
 5 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a
 6 competent declaration affirming that the movant has complied with the meet and confer
 7 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a
 8 motion including the required declaration within 21 days (or 14 days, if applicable) shall
 9 automatically waive the confidentiality designation for each challenged designation. In addition, the
 10 Challenging Party may file a motion challenging a confidentiality designation at any time if there is
 11 good cause for doing so, including a challenge to the designation of a deposition transcript or any
 12 portions thereof. Any motion brought pursuant to this provision must be accompanied by a
 13 competent declaration affirming that the movant has complied with the meet and confer
 14 requirements imposed by the preceding paragraph.

15 The burden of persuasion in any such challenge proceeding shall be on the Designating
 16 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
 17 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.
 18 Unless the Designating Party has waived the confidentiality designation by failing to file a motion to
 19 retain confidentiality as described above, all parties shall continue to afford the material in question
 20 the level of protection to which it is entitled under the Producing Party's designation until the court
 21 rules on the challenge.

22 7. ACCESS TO AND USE OF PROTECTED MATERIAL

23 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
 24 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
 25 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
 26 the categories of persons and under the conditions described in this Order. When the litigation has
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been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order. Receiving Party is required to store any electronic Protected Material in password-protected form when it is provided in such form by Designating Party.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) The Receiving Party's Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

(b) The officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) The Court and its personnel;

(e) Deposition officers, court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) Employees of outside copying, printing, binding, litigation support, mediators or computer input services to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

1 (g) During their depositions, witnesses in the action to whom disclosure is reasonably
2 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
3 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
4 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
5 bound by the court reporter and may not be disclosed to anyone except as permitted under this
6 Stipulated Protective Order;

7 (h) The author or recipient of a document containing the information or a custodian or
8 other person who otherwise possessed or knew the information, and who has signed the
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (i) Any other person as to whom the Party that designated the document or information as
11 “CONFIDENTIAL” has consented to disclosure in advance and who has signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

13 (j) Such other persons as the Parties may agree or may be ordered by the Court and who
14 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

15 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**
16 **LITIGATION**

17 If a Party is served with a subpoena or a court order issued in other litigation or Court
18 proceeding that compels disclosure of any information or items designated in this action as
19 “CONFIDENTIAL,” that Party must:

20 (a) promptly notify in writing the Designating Party. Such notification shall include a
21 copy of the subpoena or court order;

22 (b) promptly notify in writing the party who caused the subpoena or order to issue in the
23 other litigation or proceeding that some or all of the material covered by the subpoena or order is
24 subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective
25 Order; and

26 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
27 Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with the subpoena
 2 or court order shall not produce any information designated in this action as “CONFIDENTIAL”
 3 before a determination by the court from which the subpoena or order issued, unless the Party has
 4 obtained the Designating Party’s permission. The Designating Party shall bear the burden and
 5 expense of seeking protection in that court of its confidential material – and nothing in these
 6 provisions should be construed as authorizing or encouraging a Receiving Party in this action to
 7 disobey a lawful directive from another court.

8 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
 9 LITIGATION

10 (a) The terms of this Order are applicable to information produced by a Non-Party in this
 11 action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
 12 connection with this litigation is protected by the remedies and relief provided by this Order.
 13 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional
 14 protections.

15 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
 16 Party’s confidential information in its possession, and the Party is subject to an agreement with the
 17 Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

18 (1) promptly notify in writing the Requesting Party and the Non-Party that some or
 19 all of the information requested is subject to a confidentiality agreement with a Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in
 21 this litigation, the relevant discovery request(s), and a reasonably specific description of the
 22 information requested; and

23 (3) make the information requested available for inspection by the Non-Party.

24 (c) If the Non-Party fails to object or seek a protective order from this court within 14
 25 days of receiving the notice and accompanying information, the Receiving Party may produce the
 26 Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely
 27 seeks a protective order, the Receiving Party shall not produce any information in its possession or

1 control that is subject to the confidentiality agreement with the Non-Party before a determination by
2 the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
3 seeking protection in this court of its Protected Material.

4 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
6 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
7 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
8 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
9 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
10 Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to
11 Be Bound” that is attached hereto as Exhibit A.

12 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
13 MATERIAL**

14 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
15 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties
16 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
17 modify whatever procedure may be established in an e-discovery order that provides for production
18 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
19 parties reach an agreement on the effect of disclosure of a communication or information covered by
20 the attorney-client privilege or work product protection, the parties may incorporate their agreement
21 in the stipulated protective order submitted to the court.

22 12. **MISCELLANEOUS**

23 12.1 **Right to Further Relief.** Nothing in this Order abridges the right of any person to seek
24 its modification by the Court in the future.

25 12.2 **Right to Assert Other Objections.** By stipulating to the entry of this Protective Order
26 no Party waives any right it otherwise would have to object to disclosing or producing any
27 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
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Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the Protected Material in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

13. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies

1 that contain or constitute Protected Material remain subject to this Protective Order as set forth in
2 Section 4 (DURATION).

3 **IT IS SO STIPULATED.**

4
5 Dated: July 17, 2014

6 */s/ Dennis M. Brown* _____
7 DENNIS M. BROWN
LITTLER MENDELSON, P.C.
8 Attorneys for Defendant
9 AIRGAS ON-SITE SAFETY SERVICES,
INC.

10
11 Dated: July 17, 2014

12 */s/ Shaun Setareh* _____
13 SHAUN SETAREH
SETAREH LAW GROUP
14 Attorneys for Plaintiffs
DIANE BROWN and KIERRE TOWNSEND

15 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

16
17 DATED: July 21, 2014



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full company name and address], declare under penalty of perjury, under the laws of
the State of California, that I have read in its entirety and understand the Stipulated Protective Order
that was issued by the United States District Court for the Northern District of California on July
_____, 2014 in the case of ***Diane Brown, Kierre Townsend, et al. v. Airgas On-Site Safety Services,
Inc., and DOES 1-50, inclusive, U.S. District Court, Northern District of California, Case No. 13-
04975***. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order
and I understand and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person or entity except
in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____
_____ [print or type full address and telephone number] as my California
agent for service of process in connection with this action or any proceedings related to enforcement
of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: